

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND
FOR DUVAL COUNTY, FLORIDA

CASE NO. C-1-02-062

DOUGLAS BAILLIE,

Plaintiff,

CERTIFIED COPY

VS.

CHUBB & SON INSURANCE,
Defendant.

STATE OF FLORIDA)

COUNTY OF DUVAL)

The deposition of **DOUGLAS BAILLIE** was taken pursuant to
Notice of Taking Deposition, on behalf of the Defendant
herein, on August 27, 2003, at the office of Executive
Reporters, 1113 Blackstone Building, 233 East Bay Street,
Jacksonville, Florida; commencing at approximately 10:00
a.m., before Candace Fleming, Certified Court Reporter and
Notary Public in and for the State of Florida.

**EXECUTIVE REPORTERS, INC.
1113 BLACKSTONE BUILDING
233 EAST BAY STREET
JACKSONVILLE, FLORIDA 32202
(904) 355-7801**

Exhibit 0

1 I haven't done it word for word, but they seem to be.

2 A. (Witness complies.) Uh-huh.

3 Q. Let's try in the broad way. What is your
4 complaint about the way your settlement discussions were
5 handled?

6 MR. FREKING: Objection to the complaints.
7 It speaks for itself.

8 Go ahead and answer.

9 MR. MONTGOMERY: Okay.

10 THE WITNESS: Just what it says. Basically,
11 I was told I -- that Tim had asked for the most
12 aggressive package, and that I deserved it. When I
13 talked to human resources, they didn't want to
14 discuss it with me.

15 They said, well, your lawyer said, you know,
16 we're certainly going to negotiate, and your lawyer
17 will have other things, probably, he wants to -- so
18 when my lawyer contacted them, there were long, long
19 periods of time before they would respond. So,
20 those are --

21 Q. Okay. What settlement discussions did you
22 personally have with anybody from Chubb?

23 A. The only person was Pat Hurley.

24 Q. This was a telephone call?

25 A. Correct.

1 Q. Okay. Does most aggressive -- quote, 'most
2 aggressive', unquote -- that have some specific meaning
3 to you?

4 A. To me, I -- I thought it was going to mean,
5 you know, doing something with the pension.

6 Q. Okay. That's just your -- your supposition
7 basically?

8 A. Yeah. I mean, they've done it to other
9 people with the pensions when they had the reduction in
10 staff back in -- several years earlier, maybe three
11 years earlier.

12 Q. And who, specifically, are you referring to?

13 A. There was a whole group of -- of people.

14 Q. Can you name any?

15 A. I could name a lot if I thought about it.

16 Q. Well, I'm not asking you to just name people
17 who were let go. I'm asking you to name people that
18 you're sure got this --

19 A. Oh, all of them.

20 Q. Okay.

21 A. All of them.

22 Q. Whoever it was, they all got it.

23 A. Yeah. That was part of it. I forget what HR
24 term it was.

25 Q. Okay. Now, at the time when you had these

1 Q. Actually, if you look down at the bottom of
2 36, you'll see a revised --

3 A. Okay.

4 Q. -- 2/99.

5 A. Uh-huh.

6 Q. And your understanding is that that means it
7 was revised in February of '99?

8 A. Correct.

9 Q. And in 37, it says revised 6-96?

10 A. Correct.

11 Q. Okay. But in any event, looking at all of
12 those different separation pay policies, you would agree
13 with me that in all of them, Chubb did specifically
14 reserve the right to handle separation pay as it saw
15 fit, correct? Right at the beginning of each policy?

16 MR. FREKING: We'll stipulate to that.

17 MR. MONTGOMERY: Okay.

18 BY MR. MONTGOMERY:

19 Q. And you would also agree that --

20 A. Yeah, yeah.

21 Q. -- in each of the policies that are
22 referenced in those exhibits that the policy provided
23 that an employee would be eligible for the special
24 separation pay only if they signed a separation
25 agreement acceptable to the company? All policies

1 MR. FREKING: Objection. If doesn't say
2 that. It says what it say.

3 BY MR. MONTGOMERY:

4 Q. Do you agree with that, sir?

5 A. No --

6 MR. FREKING: Dave, it says what it says.

7 MR. MONTGOMERY: You made your objection.

8 THE WITNESS: It says, you may be eligible
9 for the following special separation pay only if you
10 sign a separation agreement acceptable to the
11 company.

12 BY MR. MONTGOMERY:

13 Q. And each of the policies that we've looked at
14 this morning all say that, correct?

15 Take time to look through it if you need to.
16 It says that in Exhibit 35, 36, and 37.

17 A. (Reviewing documents.) Correct.

18 MR. MONTGOMERY: Just let the record reflect
19 Mr. Freking is writing on the document and coaching
20 the witness.

21 Go ahead and answer when you're ready.

22 MR. FREKING: Where is it? 36?

23 THE WITNESS: (Reviewing documents.) You're
24 asking -- 36. I don't see it on 36. Can you help
25 me?

1 MR. FREKING: On Page 1-19, middle of the
2 first column --

3 THE WITNESS: All right.

4 MR. FREKING: -- I think.

5 THE WITNESS: 37. (Reviewing documents.)
6 Oh, my God. I'm sorry. I apologize; I can't find
7 it on the 37 one.

8 MR. MONTGOMERY: Let me see. (Reviewing
9 documents.)

10 THE WITNESS: Okay, yes. It says the same
11 thing on all of them.

12 BY MR. MONTGOMERY:

13 Q. It's showing you what was marked as Exhibit
14 27 in your previous deposition.

15 A. Okay.

16 Q. Let me go ahead and keep those all
17 together --

18 A. Yeah.

19 Q. -- and give those to the court reporter.

20 A. Yeah. (Witness complies.)

21 Q. I'd say a letter dated September 5th, 2001,
22 that was sent to you by overnight mail to Pat Hurley --
23 and that was the first draft settlement agreement that
24 you received, correct?

25 A. Looks like it.

1 Q. Okay. And just briefly, if you would, look
2 at the agreement in Paragraph 3. That's where it
3 describes the various things you're being offered,
4 correct?

5 A. (Reviewing documents.)

6 MR. FREKING: Again, it says what it says,
7 but --

8 MR. MONTGOMERY: We can preserve that
9 throughout the deposition if it will help you.

10 MR. FREKING: Well, no. You know, the
11 original agreement was --

12 MR. MONTGOMERY: No, no --

13 MR. FREKING: Hold on a minute. You asked
14 for additional time to conduct Mr. Baillie's
15 condition, and the express agreement was that you
16 would not cover what was already covered in the
17 first deposition. And you've already shown him
18 deposition exhibits from the first deposition --

19 MR. MONTGOMERY: I'm just setting the stage.

20 MR. FREKING -- which would seem that you're
21 covering the same ground that you covered -- that
22 Mr. Crole covered in the same deposition, you know.

23 THE WITNESS: What's the question, Dave?

24 BY MR. MONTGOMERY:

25 Q. The question is, would you agree with me that

1 A. (Reviewing documents.) Okay.

2 Q. You did understand that on or about October
3 3rd, 2001, that the company did agree to amend your
4 settlement agreement to include a prorated share of the
5 restricted stock; correct?

6 A. Correct.

7 Q. And Doug, do you -- as you sit here today, do
8 you have an idea of how many shares that would have been
9 and what that was worth? Just a ballpark even.

10 A. The number that comes to mind -- I have to,
11 you know -- I'd have to do the math, but \$90,000.

12 Q. Okay. So, your ballpark estimation is that
13 this change would have increased your package in the
14 neighborhood of \$90,000 in value?

15 A. Correct.

16 Q. Okay. And that change was made to the
17 agreement after you hired Randy, correct? Obviously,
18 from the letter.

19 A. Well, it was discussed before --

20 Q. Discussed before? In writing, you mean? The
21 change was made to the agreement after you hired Randy,
22 correct?

23 A. I can't recall if it was made after or
24 before --

25 Q. This --

1 (Indicating.)

2 A. True.

3 Q. Okay. Now, I'm going to show you Exhibit 40.

4 A. (Reviewing documents.)

5 Q. Exhibit 40 is a letter to Suzanne Johnson,
6 dated October 9th, 2001. And I think, even if you look
7 at last page, you were copied on this letter, correct?

8 A. Correct. Yes.

9 Q. And so, you received this -- a copy of this
10 letter on or about October 9th, 2001?

11 A. That would be according to this, yes.

12 (Indicating.)

13 Q. Okay. And if you turn to the last page of
14 that letter, there's some lettered paragraphs B, C, and
15 D. Do you see those?

16 A. Yes, sir.

17 Q. And right after that, it says, as a result of
18 the above analysis?

19 A. Yes.

20 Q. Okay. And then it says, the termination will
21 have a substantial impact on his life. We propose that
22 the separation offer be improved as follows. And then,
23 your attorney laid out three specific proposals.

24 One, that you would be treated as if you had
25 worked another five years for pension purposes; that you

1 would be covered under Chubb's health insurance until
2 you were eligible are for similar health insurance
3 coverage --

4 A. Correct.

5 Q. -- and that you would be vested in all
6 restricted stock that would vest within five years.

7 And Mr. Freking was authorized to make that
8 proposal on your behalf, correct?

9 A. Correct.

10 Q. And you were aware that was being proposed,
11 correct?

12 A. Correct.

13 Q. And then also in there, he said after that,
14 please consider these facts and circumstances in your
15 revaluation of Chubb's current proposal to Mr. Baillie.

16 And then it says, the compensation offered to
17 him is inadequate, and the further requested
18 compensation is warranted.

19 And he obviously was authorized to make that
20 statement as well, correct?

21 A. Correct.

22 Q. Okay. You understood that Exhibit 40 was the
23 response by you, through your attorney, to the proposal
24 that's outlined in Exhibit 39, correct?

25 A. Yes.

1 Q. I'll show you we've marked Exhibit 41.

2 A. (Reviewing documents.)

3 Q. Take a moment to look at that. It does have
4 some fax transmittal information at the end, but I'm
5 mainly concerned about the first page. It's a letter
6 dated October 11th, 2001, to your attorney from Suzanne
7 Johnson.

8 A. This from Suzanne Johnson?

9 Q. Right. And did you see that on or about --
10 when I say on or about, I mean within a day or two after
11 October 11th, 2001.

12 A. I can't recall.

13 Q. You were aware, weren't you, that Chubb had
14 implemented a deadline of October 18th, 2001, for you to
15 sign your release and settlement agreement, after which
16 the offer would be withdrawn?

17 A. Yes.

18 Q. And you were aware of that back in this
19 timeframe of October 11th, 2001; correct?

20 A. I believe so.

21 Q. Okay. Did --

22 A. Can I go to the restroom?

23 Q. Absolutely.

24 A. Thanks.

25 (Whereupon, a brief recess was had off the

1 record.)

2 MR. MONTGOMERY: Again, we're looking at
3 Exhibit 41, which is one that has the deadline in
4 it.

5 BY MR. MONTGOMERY:

6 Q. Now, nobody from Chubb ever communicated any
7 extension of that deadline to you, did they?

8 A. To October 18th?

9 Q. Yeah. You never spoke to anyone at Chubb who
10 gave you a different deadline other than on the October
11 18th deadline, did you?

12 A. At Chubb? No.

13 Q. Did you speak to anyone that gave you a
14 different deadline?

15 A. Well --

16 Q. Yes or no?

17 A. There was -- Chubb put me up with
18 out-placement service and as part of, you know -- they
19 obviously give you counseling, but my counselor
20 indicated that those dates aren't binding and that
21 typically they'll go beyond those dates.

22 Q. Who's your counselor?

23 A. Lee Hecht Harrison.

24 Q. So, he --

25 A. And it was Joe -- that's the company; Joe

1 Q. Not Mr. --

2 A. Harrison.

3 Q. -- Harrison, correct?

4 A. Uh-huh.

5 Q. That's correct?

6 A. Yes, sir. In retrospect, I'd probably be
7 looking for legal advice from anybody.

8 Q. Now, were you unhappy with the legal advice
9 that you were getting? Is that why you say that?

10 A. No, just more is better.

11 Q. Okay.

12 A. Can't have too much advice.

13 Q. Now, I'd like to now show you Exhibit 42.
14 Exhibit 42 has the fax sheet on the cover to Suzanne
15 Johnson from your attorney. The letter is dated October
16 21st, 2001.

17 A. (Reviewing documents.)

18 Q. Take a moment to look through that letter and
19 please confirm that is a letter you authorized your
20 attorney to send on or about October 31st, 2001 to
21 Chubb; correct?

22 A. (Witness complies.) Yes.

23 Q. As you look at the second paragraph in that
24 letter, you stated, through your attorney, Mr. Baillie,
25 acknowledges that the separation package that has been

1 offered to him is consistent with company policy.

2 Correct?

3 A. Yes.

4 Q. And you agree with that, right?

5 A. Yes.

6 Q. Okay. And then, it is says, if Mr. Baillie
7 believed that the package offered was fair in light of
8 the claims that he is required to release in order to
9 receive the package, Mr. Baillie would sign the
10 agreement and move on. Correct?

11 A. Uh-huh.

12 Q. Is that correct?

13 A. Correct.

14 Q. That's the message that you and your attorney
15 communicate to Chubb on October 31st, 2001?

16 A. Apparently.

17 Q. Okay. And you understood that this letter,
18 the one to Chubb on October 31st, 2001, was after the
19 deadline referenced in Mr. Johnson's letter of October
20 11th, 2001, which is Exhibit 41?

21 A. What was the question, Dave?

22 Q. You made this statement -- you and your
23 attorney made this statement in Exhibit 42 after the
24 October 18th deadline referenced in 41?

25 A. (Reviewing documents.) Yes.

1 can read the paragraph in between if you want, but I
2 want to direct you to the one that starts out, Mr.
3 Baillie has authorized us. Do you see that?

4 A. Yes, I see it.

5 Q. You're basically saying that the amount you
6 offered us is not fair. If you don't offer us more,
7 we're going to sue. Correct?

8 Isn't that what you were conveying to Chubb?

9 A. Potential to sue, yes.

10 Q. Okay. And even included a -- a draft
11 complaint attached to that letter?

12 A. (Reviewing documents.) Yes.

13 Q. Okay. Doug, are you aware of any writing or
14 documents from Chubb extending the October 18th deadline
15 referenced in Exhibit 41?

16 A. Any writings? I can't recall any at this
17 time, no.

18 Q. Okay.

19 A. I'd have to go back.

20 Q. And you covered a conversation with somebody
21 from Lee Hecht Harrison, but nobody from Chubb ever
22 directly told you that the October 18th would be
23 extended, did they?

24 A. October 18th for signing? Correct.

25 Q. Nobody from Chubb --

1 THE WITNESS: -- no.

2 MR. MONTGOMERY: Okay.

3 BY MR. MONTGOMERY:

4 Q. Again, referring to this --

5 A. Right.

6 Q. -- Exhibit 44.

7 A. Uh-huh.

8 Q. Now, these conversations that your attorney
9 is referring to in the second paragraph --

10 A. Correct.

11 Q. -- your understanding is that these are
12 conversations between your attorney and Chubb's
13 attorney, correct?

14 A. Yes, David Croall.

15 Q. And you did not witness any of these
16 conversations?

17 A. Correct. Only received this letter.

18 Q. Okay. But let me ask you this: So, this
19 letter was December 21st, 2001. To your knowledge,
20 prior to that date, December 21, 2001, was anybody at
21 Chubb ever made aware that your intention was to accept
22 Chubb's settlement proposal?

23 A. Prior to this date?

24 Q. Right.

25 A. I think it was prior to that date.

1 Tuesday was or -- yesterday, obviously, is December
2 20th --

3 A. Yes.

4 Q. But whatever that week was in December,
5 that's when you first made your decision to accept
6 Chubb's package or settlement proposal --

7 A. I --

8 Q. -- is that correct?

9 A. -- I was pre-inclined to accept it before
10 that just in terms --

11 Q. I'm not asking --

12 A. Well, it was --

13 Q. -- what exact time --

14 MR. FREKING: Well, just let him answer his
15 question. Answer -- state your answer. Don't be
16 interrupted.

17 THE WITNESS: I was committed emotionally and
18 mentally to accept it on October 18th, but we were
19 waiting for the negotiations to finish.

20 BY MR. MONTGOMERY:

21 Q. What -- when you -- let me address it a
22 different way.

23 A. Okay.

24 Q. I want to find out when was it your intention
25 that Chubb first be notified that you were accepting

1 A. No, my -- say that again. Can you repeat
2 that sentence?

3 Q. Well, it worked like this. Your testimony is
4 that you signed that document on December 18th, 2001?

5 MR. FREKING: No, no. October 18th.

6 THE WITNESS: October 18th.

7 MR. MONTGOMERY: October 18th, I'm sorry.

8 Thank you.

9 BY MR. MONTGOMERY:

10 Q. Let's start over. Your testimony is that you
11 signed the document on October 18th --

12 A. Correct.

13 Q. -- 2001?

14 A. Correct.

15 Q. But that you made a conscious decision that
16 Chubb would not be made aware of that signature while
17 you continued to negotiate further; isn't that correct?

18 A. I believe so, yes.

19 Q. Okay. And then, the first time that you --
20 that you're aware of that any indication was made to
21 Chubb that you were accepting the package was in
22 December 2001; correct?

23 A. Correct.

24 Q. And that it -- your intention to accept the
25 package was verbal, as referred to in Exhibit 44?

1 A. Verbal and written in the signed contract.

2 Q. Well, just that it was -- the signed contract
3 was then delivered to Chubb?

4 A. Correct. It was in verbal and in writing.

5 Q. Okay. So, as you sit here today, it's your
6 belief that you had a contract with Chubb?

7 A. Correct.

8 Q. And that Chubb has breached the agreement by
9 not --

10 A. Accepting.

11 Q. And why haven't you sued for breach of
12 contract? And again, I'm not asking Randy. He can
13 object to a leading conclusion, but --

14 A. I believe we have.

15 Q. Let's take a look at the complaint. This is
16 -- by the way, this has been --

17 MR. FREKING: Yeah. There's no breach of
18 contract claim; it's a retaliation claim. A breach
19 of contract claim is essentially -- it's a
20 retaliation. It's an element of a retaliation
21 claim, but that's fine. We've been through this
22 before, Dave. We --

23 MR. MONTGOMERY: No, no. We've been through
24 this.

25 MR. FREKING: It says what it says.

1 MR. MONTGOMERY: We've been though it. And
2 you've made it clear to the judge that it's not a
3 breach of contract. I made that clear to the judge.
4 He said there's not going to be any opportunity to
5 amend and --

6 MR. FREKING: Right.

7 MR. MONTGOMERY: Okay.

8 BY MR. MONTGOMERY:

9 Q. Doug, you never -- you never personally
10 witnessed any conversations between Randy and David
11 Croall, did you?

12 A. Prior to my deposition, no.

13 Q. Well, obviously you saw them discussing it at
14 the deposition, but --

15 A. Right.

16 Q. -- you've never -- like, for example, you've
17 never been in Randy's office listening to one side of
18 the conversation on the telephone with David, have you?

19 A. That is correct. No --

20 Q. You never have.

21 A. -- I have not.

22 Q. Okay. Was it your understanding that you
23 could sign the agreement on October 18th, 2001, not make
24 Chubb aware that you had signed it, and then, that, you
25 know -- that you could wait for an indefinite amount of

1 Q. You don't know.

2 A. I just can't recall that. It was definitely
3 that day, because there was a sense of urgency --

4 Q. Okay.

5 A. -- obviously with that 18th deadline.

6 Q. Okay. And you're aware that some time after
7 December 2001, the company did put that settlement
8 proposal back on the table?

9 MR. FREKING: Now, just for -- he can answer
10 the question, but just for the record, I'm going to
11 object to the admissibility of any of these
12 settlement discussions following 2001.

13 MR. MONTGOMERY: Your point being some
14 settlement discussions will be in and not others.

15 MR. FREKING: Right. Some form the basis for
16 a legal claim, and some don't. Some are just --

17 MR. MONTGOMERY: Okay.

18 MR. FREKING: Once a lawsuit is filed,
19 they're out.

20 BY MR. MONTGOMERY:

21 Q. Are you aware of that, sir?

22 A. Aware of that? As much as I can -- just
23 repeat -- repeat the question please.

24 Q. You're aware, aren't you, that some time
25 after December 2001, the settlement proposal -- Chubb's

1 settlement proposal that included the year's pay, the --
2 some of the group health coverage, out-placement
3 assistance, which you already had by the way, and the
4 restricted stock and the extension of the option
5 exercise deadline? That that was put back on the table
6 some time after December 2001?

7 A. Yes. When the stock went considerably down,
8 yes, they did throw it back the table. When the value
9 of the package was considerably less.

10 Q. Right.

11 A. Right.

12 Q. Okay. Do you have any recollection of when
13 that was?

14 A. Sometime after my deposition, I believe,
15 which was --

16 Q. That's close enough. That's fine.

17 A. Yeah.

18 Q. Okay.

19 A. Yeah, I'd be guessing.

20 Q. In any event, for whatever reason, you
21 rejected that proposal?

22 A. Would you like to know the reason?

23 Q. I think you tried to mention that before --

24 A. Okay.

25 Q. -- when you were answering the last question.

1 the complaint if you want, but there's a claim in there
2 for defamation. Are you aware of that?

3 A. It's not fresh on my memory right now.

4 Q. Well, let me just ask you this: As you sit
5 here today, are you aware of any specific untrue
6 statements made about you by any Chubb employee?

7 MR. FREKING: Hold. I think I'm going to
8 instruct him not to answer. That's way beyond --

9 MR. MONTGOMERY: Yeah --

10 MR. FREKING: -- what we agree to cover.

11 MR. MONTGOMERY: -- down the line.

12 MR. FREKING: You said you wanted to come
13 down, take a deposition for breach of contract. I
14 think we're down here just for breach of contract
15 claim.

16 MR. MONTGOMERY: I thought you said if it was
17 not covered in deposition, then we could cover it.

18 MR. FREKING: No.

19 MR. MONTGOMERY: We'll just skip --

20 MR. FREKING: No.

21 MR. MONTGOMERY: If you instruct him not to
22 answer --

23 MR. FREKING: I'm going to instruct him not
24 to answer.

25 MR. MONTGOMERY: Are you going to follow his

1 instructions?

2 THE WITNESS: I'll follow my lawyer's
3 instructions.

4 MR. MONTGOMERY: Okay. Let's take about a
5 five-minute break. I may be done. I may have a
6 couple more question.

7 MR. FREKING: Sure.

8 (Whereupon, a brief recess was had.)

9 BY MR. MONTGOMERY:

10 Q. Are you aware of any untrue statements made
11 by anybody at Chubb about you?

12 A. I'm obviously getting a lot of it secondhand,
13 but, yeah, there were comments about my leadership.
14 After twenty-five years of strong grades in leadership
15 and after turning around the Cincinnati branch --

16 Q. Doug, before we get too far down the road on
17 the substance of the comments, I'm asking specifically
18 for who and where and to whom they were made?

19 A. Okay. Tim would have made that to the
20 office, telling them that a change in leadership was
21 needed.

22 Q. You're talking about the -- the announcement
23 of your departure?

24 A. Uh-huh.

25 Q. Is that correct?

1 A. Correct.

2 Q. And who relayed that to you? You went there,
3 correct?

4 A. No, I was not there.

5 Q. So, you're saying that somebody relayed to
6 you some false statement that Tim made? Is that -- is
7 that what you're saying?

8 A. Yeah, but I can't remember who.

9 Q. Do you remember specifically what they said
10 Tim said?

11 A. Specifically, no, on that case.

12 Q. And as you sit here today, you think it
13 related something about your -- your leadership skills
14 or the need for a change --

15 A. Right.

16 Q. -- but don't have any specific statement in
17 mind; is that correct?

18 A. Correct.

19 Q. All right. What other untrue statements do
20 you believe were made by anyone at Chubb?

21 A. Obviously, the statements about having a
22 shouting match with my wife and passing that on to other
23 employees.

24 Q. Okay. One second on that, Doug. I want to
25 separate out here for a second.

1 MR. MONTGOMERY: Well, I think it's beyond
2 the time for you to do that, but let's --

3 BY MR. MONTGOMERY:

4 Q. Instead of addressing it in terms of what
5 false statements she made during -- you believe she made
6 during the deposition. I want to know, as you sit here
7 today, what false statements do you believe were made by
8 people at Chubb about you?

9 A. Well, I think the memos that certainly --
10 that Tim had given to me were often untrue.

11 Q. Okay.

12 A. And --

13 Q. I don't need to go into it any further about
14 those --

15 A. That's fine.

16 Q. -- okay? What other untrue statements?

17 A. I can't recall. I can't believe -- boy, I
18 can't recall the dates on them, but Jerry Butler made
19 some comments about being an alcoholic to, I'm going to
20 say Deter.

21 Q. Well, let me just stop you. You believe, as
22 you sit here today, that Jerry Butler made statements to
23 Deter to the effect that you were an alcoholic.

24 A. Yeah.

25 Q. And how did you find that out?

1 A. I can't remember if that was a deposition or
2 hearsay.

3 Q. Forget about hearsay. Who do you think you
4 heard it from?

5 A. Good question. I can't recall, Dave. Sorry.

6 Q. And as you sit here today, you don't know
7 when, where, or under what circumstances this statement
8 was made. All you know is that you believe that it was
9 made and you heard it from somebody, but you don't know
10 who it is; is that correct -- all correct?

11 A. Yeah.

12 Q. Okay. Any other untrue statements?

13 MR. FREKING: And I don't want --

14 THE WITNESS: I'm trying --

15 MR. FREKING: -- want to --

16 THE WITNESS: -- trying to think.

17 MR. FREKING: You specifically --

18 THE WITNESS: I don't want you to think --

19 MR. FREKING: You --

20 THE WITNESS: -- I'm trying to avoid the
21 question. I'm trying to --

22 MR. FREKING: You're specifically excluding
23 the things he has read or seen in depositions?

24 MR. MONTGOMERY: I don't want him to just
25 tell me that he thought that some statement that

1 Q. Well, who? Tell me who and when --

2 A. Well, on --

3 Q. -- when and where?

4 A. I can't -- I can't pin it down.

5 Q. Who did you hear it from?

6 A. Yeah. That's what I'm trying to recollect.

7 Certainly made comments to Beezal and Bryant about the
8 lack of marketing effort -- lack of sales effort in
9 those branches despite the fact that they were one of
10 the few branches that were on target for their sales --
11 the fact that their new business was right on target.
12 That's one.

13 Q. I'm really interested in statements that he
14 made directly about you, your character --

15 A. Oh, my character.

16 Q. -- your personal habits, your -- you, Doug
17 Baillie.

18 A. I can't recall at this time.

19 Q. Okay.

20 MR. MONTGOMERY: Thirty seconds. Let me
21 speak to Leonard. I think we're done.

22 (Whereupon, a brief recess was had off the
23 record.)

24 MR. MONTGOMERY: Okay. We're done.

25 (Witness excused.)